nabp

**National Association of Boards of Pharmacy**

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**Amendment One to the Memorandum of Understanding**
**Between the National Association of Boards of Pharmacy**
**and the**
**State of Idaho to its Prescription Drug Monitoring Program**

The National Association of Boards of Pharmacy® (NABP®) and the Idaho State Board of Pharmacy ("Parties"), collectively "Parties," agree to amend the aforementioned Memorandum of Understanding ("MOU") regarding the provision of Prescription Monitoring Program InterConnect System services dated August 13, 2012.

This first amendment ("Amendment One") is made, nunc pro tunc, effective as of August 13, 2012.

NOW THEREFORE, the Parties agree to amend the MOU as follows:

1. The "NABP Responsibilities" section (section three of the MOU) is amended as follows:
   a. Paragraph 5 is deleted in its entirety and replaced with the following paragraph, "NABP and its solution provider(s) may access or use information that is transmitted through the System to properly provide services under this MOU, to enhance access or delivery of PMP data, and also as specifically authorized by the State. Further, NABP and its vendor(s) do not claim any ownership interest in such information."
   b. The first sentence in Paragraph 9 is replaced with the following, "Except as otherwise agreed to herein, NABP is not responsible for any use of the System or PMP information by any user, state authorized users, or any state employees, agents, or contractors."

2. The "Term and Termination" section (section six of the MOU) is amended by replacing the first sentence with the following, "This MOU is effective as of August 13, 2012 and remains in effect for one year from that date."

3. The "Assignment" section (section eight of the MOU) is amended as follows:
   Replace the first sentence with: "With the exception of NABP, which may assign this MOU to its affiliate, the National Association of Boards of Pharmacy Foundation, or a solution provider in addition to or to replace Appriss, Inc., neither Party shall assign the whole or any part of this MOU without the other Party's prior written consent."

4. The "Miscellaneous" section (section eleven of the MOU) is amended as follows:

a. Add "bidding" after the word "and" and before the word "employment" and add the phrase "use of the e-Verify system" after the word "rules," and before the word "the" in the first sentence of Paragraph 4;
b. Add the following Paragraph 7: "7. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of the MOU or any attachment, exhibit, or addendum to the MOU."

Except as provided in this Amendment One, all other terms and conditions of the above referenced MOU, as amended, shall remain in full force and effect.

By their signatures, below, the undersigned warrant that they are authorized representatives of their respective entities and that they are authorized to execute this Amendment One to the MOU and bind their respective entities as of the effective date stated above.

National Association of Board of Pharmacy

By: _____
Carmen A. Catizone, MS, RPh, DPh
Executive Director/Secretary

Date: 26. Nov 13

Idaho State Board of Pharmacy

By: _____
Mark Johnston
Executive Director

Date: 12/2/13